



## Intesi Group Time Stamping Service

### Terms and Conditions

This document contains the full text of the Terms and Conditions of Intesi Group S.p.A (www.intesigroup.com/en/documents), company with registered office in Milano (MI) Via Torino, 48, VAT Number 02780480964, hereinafter referred to as “**Intesi Group**”.

These Terms and Conditions constitute a contract between Intesi Group and its clients (private individuals and businesses, hereinafter referred to as “Subscriber”) and shall apply to the use that subjects make of Intesi Group Services.

Using Intesi Group Services imply full acceptance and without reserve of these Intesi Group Terms and Conditions.

### 1 - Definitions and acronyms

**Trust Service (TS):** electronic service which enhances trust and confidence in electronic transactions;

**Trust Service Provider (TSP):** natural or a legal person who provides one or more trust services

**Time-Stamping Authority (TSA):** trust service provider which issues time-stamps using one or more time-stamping units;

**Certification Authority (CA):** authority trusted by one or more users to create and assign public-key certificates;

**Subscriber:** legal or natural person bound by agreement with a Time-Stamping Authority to any subscriber obligations;

**Relying Party:** legal or natural person that relies upon an electronic identification or a Trust Service;

**Time-Stamping Service or Service:** trust service for issuing time-stamps;

**Time-Stamp:** data in electronic form which bind other electronic data to a particular time establishing evidence that these data existed at that time;

**Time-Stamp Token:** the data object that binds a representation of a datum to a time, thus establishing evidence that the datum existed before that time;

**Certificate or Public Key Certificate:** public key of an entity, together with some other information, rendered unforgeable by digital signature with the private key of the Certification Authority which issued it;

**Contract:** set of all the contractual documents in relation to the delivery of the Services by Intesi Group to the Subscribers;

**Public Key Infrastructure (PKI):** infrastructure able to support the management of public keys able to support authentication, encryption, integrity or non-repudiation services

**TSP Policy:** named set of rules that indicates the applicability of a time-stamp to a particular community and/or class of application with common security requirements. The TSP Policy may be unilaterally modified by Intesi Group at any time, and may be consulted on the Intesi Group web site [www.intesigroup.com](http://www.intesigroup.com);

**TSP Practice Statement:** statement of the practices which a Time-Stamping Authority employs in issuing managing, revoking, and renewing or re-keying certificates. The TSP Practice Statement may be unilaterally modified by Intesi Group at any time, and may be consulted on the Intesi Group web site [www.intesigroup.com](http://www.intesigroup.com);

**Authentication Credentials:** the code or the codes, preserved as confidential, for identification of the Subscriber to the Service;

**Time-Stamping Unit (TSU):** set of hardware and software which is managed as a unit and has a single time-stamp signing key active at a time;

**Coordinated Universal Time:** the time scale based on the second as defined in ITU-R Recommendation TF.460-6 (02/02);

**Fees:** amounts paid by the Subscriber for the Time-Stamp Service;

**Certificate revocation list:** signed list indicating a set of certificates that are no longer considered valid (and thus unusable) by Intesi Group. It is accessible on its web site [www.intesigroup.com](http://www.intesigroup.com);

**Party:** singly the the Subscriber or Intesi Group;

**Parties:** collectively the Subscriber and Intesi Group.

## **2 - Contractual Terms and Conditions**

**2.1** The Contract between Intesi Group and the Subscriber is regulated in descending hierarchical order by:

- a) if any, the Intesi Group commercial offer and the relevant order of the Subscriber;
- b) the present Terms and Conditions;
- c) the TSP Policy;
- d) the Time-Stamp Practice Statement.

**2.2** Intesi Group Time-Stamping Service is provided in accordance with the eIDAS regulation, Italian legislation, ETSI EN 319 421 Electronic Signatures and Infrastructures and ETSI EN 319 401 General Policy Requirements for Trust Service Providers, TSP Policy and Time-Stamp Practice Statement.

**2.3** The present Terms and Conditions provide the conditions of use of Time-Stamping Service and are binding for the Subscriber, while using Time-Stamping Service and for the Relying Party, while relying on issued Time-Stamps.

### **3 - Object**

**3.1** These Terms and Conditions govern the delivery by Intesi Group of the Time Stamping Services requested by the Subscriber according to TSP Practice Statement and TSP Policy.

**3.2** The Subscriber acknowledges that the Time-Stamping Services is intended exclusively for a personal use or, in case of legal person, for internal use concerning its business activity and not for resale.

**3.3** The failure to provide – for whatever cause or reason – the requested Services shall not involve any obligation to pay compensation or indemnity to the Subscriber by Intesi Group.

### **4 - Conclusion, Duration and Termination Of The Contract**

**4.1** The Contract will be considered concluded upon acceptance by the Subscriber of the present Terms and Conditions and payment of the applicable Fees, or, as the case may be, upon receipt by Intesi Group of Subscribers order of acceptance of the relevant offer issued by Intesi Group.

**4.2** In any case, Intesi Group shall suspend the provision of any Time-Stamping Service in case of late payment of the applicable Fees.

**4.3** The Time-Stamping Services will last 1 year from the date of conclusion.

**4.4** This Contract may be early terminated by Intesi Group by a prior written notice of 2 months.

The termination notice shall be notified to the Subscriber in writing by means of communication ensuring evidence and date of receipt.

The Subscriber is not entitled to any compensation or refund of Fees in case of early termination of the Contract.

**4.5** The breach of any contractual obligation which is not remedied by the breaching Party within 15 days after having been invited in writing to do so by the other party, shall be considered as a justifiable reason for the immediate contract termination. The non-culpable Party may terminate the Contract with immediate effect, without respecting a period of notice, by notice given in writing by means of communication ensuring evidence and date of receipt.

**4.6** Shall be considered as exceptional circumstances justifying the immediate Contract termination: bankruptcy, any kind of composition between the bankrupt and the creditors, death or incapacity of the Subscriber;

**4.7** As of the day when termination of the Contract takes effect, Intesi Group will proceed with immediate effect to blockage of all of the Time-Stamping Services.

### **5 – Subscriber’s Obligations**

**5.1** The Subscriber is obliged to:

use the Time-Stamping Services in compliance with *(i)* if any, the Intesi Group commercial offer *(ii)* the present Terms and Conditions, *(iii)* TSP Policy and *(iv)* TSP Practice Statement;

communicate to Intesi Group all information needed to enable correct provision of the Time-Stamping Services and guarantee the accuracy and regular updating of these information;

pay the Fees in compliance with the time requirements and procedures requested by Intesi Group;

apply utmost diligence in the use, preservation and protection of the Authentication Credentials, as referred to in the TSP Policy and TSP Practice Statement. In particular, the Subscriber must take all necessary measures to avoid causing damage to others while using the Time-Stamping Services;

not sell nor lend nor disclose the Authentication Credentials – neither directly nor indirectly, for whatever purpose – to any third party;

immediately inform Intesi Group in the event of theft or tentative of theft of the Authentication Credentials in order to permit Intesi Group to block the Time-Stamping Services. Failing to comply, the Subscriber will be considered solely liable for the consequences for Intesi Group, the Relying Party and other third parties.

implement, maintain and develop a technical infrastructure (including hardware and software solutions) such as to permit use of the Time-Stamping Services in accordance with the Contract.

verify the various fields contained in the Time-Stamp Token and the validity of the digital signature of the Time-Stamp Token;

verify that what was time-stamped corresponds to what was requested to be time-stamped. The Subscriber shall also verify that the Time-Stamp Token contains the correct certificate identifier of Intesi Group, the correct data imprint and the correct hash algorithm OID.

**5.2** If upon identification or subsequently, also by using fake identification means, the Subscriber:

- (i)* uses Services in an improper way by violating the law or causing damage to third parties;
- (ii)* fails to adopt the necessary procedures needed to avoid the illegal use of the Services by third parties;

he shall be considered responsible for any ensuing damage caused to Intesi Group and / or third parties by wrong information included in the Services, with the obligation to guarantee and release Intesi Group of responsibility in the event of any request of compensation.

## **6 - Intesi Group's Obligations**

**6.1** Intesi Group is obliged to:

operate in accordance with the TSP Policy and TSP Practice Statement;

ensure that its reference clock is synchronized with Coordinated Universal Time within the declared accuracy of 1 second;

undergo internal and external reviews to assure compliance with relevant legislation and internal Intesi Group policies and procedures;

provide high availability access to Intesi Group systems except in the case of maintenance or unavailability of Intesi Group systems, planned technical interruptions and loss of time synchronization.

**6.2** The Trust Service Provider logs are retained for the period set forth by Article 15 no. 7 D.P.C.M. 30 marzo 2009 and subsequent amendments.

Time-stamp protocols, meaning every issued Time-stamp, are kept for the minimum period set forth by Article 15 no. 7 D.P.C.M. 30 marzo 2009 and subsequent amendments.

Record data integrity is protected and maintained in a secure site for storage.

If the Subscriber or the Relying Party ask Intesi Group the proof of the existence of issued Time-stamp, they have to cover the costs of such service.

## **7 - Information for Relying Party**

**7.1** The Relying Party is obliged to study the risks, liabilities, limitations and uses related to the acceptance of the Time-Stamping Services, which are established in the TSP Policy and TSP Practice Statement and in the present Terms and Conditions.

**7.2** Before placing any reliance on a Time-Stamp, the Relying Party shall verify that the Time-Stamping Unit has been correctly used and that the Certificate associated to the private key used to sign the Time-Stamp Token is not listed on the Intesi Group Revocation List.

## **8 - Limitation of liability**

**8.1** Intesi Group is liable for the performance of all its obligations specified in the TSP Policy and these Terms and Conditions according to the legislation of the European Union.

**8.2** Intesi Group shall not be held liable for the content or the lawfulness of the data for which the Time-Stamp Service is requested by the Subscriber. Intesi Group has only access to the hash of the document (and not to the content) for which the Subscriber requires the Time-Stamping Services;

**8.3** Intesi Group shall not be held liable for any direct and indirect consequences caused by any action or omission that results in liability, damages or losses, expenses of any type, including court and legal representation that may be incurred, by the publication and use of the Services, when any of the following causes concur:

lack of compatibility between the Time-Stamping Services, including the equipment, applications, procedures or infrastructures of the Subscriber or the Relying Party or of any third party;

- any unavailability of the Time-Stamping Services subsequent to any suspension or blockage allowed in regard to the Contract;
- any security failure originating with the Subscriber or the Relying Party;
- any breach of the Subscriber obligations as provided in paragraph 5.1;
- errors and/or frauds committed by the Subscriber, the Relying Party or any third party;
- non-payment of the Fees;
- any eventual unavailability or any malfunctioning of the electronic communications systems or networks;
- the non-performance of Intesi Group obligations if such non-performance is due to faults or security problems of the supervisory body, the data protection supervision authority, any other public authority;
- non-fulfilment of Intesi Group obligations if such non-fulfilment is occasioned by force majeure.

**8.5** Intesi Group has compulsory insurance contracts, which cover all Intesi Group Services to ensure compensation for damage, which is caused as a result of violation of the obligations of Intesi Group

**8.6** In any event, Intesi will be liable in case of willful intent and negligence.

**8.7** The Subscriber will be obliged to guarantee and release Intesi Group in the event of any request for damages from the Relying Party or any third party for the events indicated in this article (including reimbursement for legal fees and interests).

**8.8** The Relying Party undertakes to disclaim Intesi Group for any liability caused from any action or omission that results in liability, damages or losses, expenses of any type, including court and legal representation that may be incurred, by the use of the service, when any of the following causes concur:

breach of the obligations of the Relying Party that trusts the certificate;

impetuous confidence in a certificate, under the circumstances;

failure to verify the status of a certificate, to determine that it has not been suspended or revoked.

**8.9** Intesi Group informs all Subscribers in case of Time-Stamping Services termination. Intesi Group maintains the information and documentation related to the terminated Services according to its termination plans.

## **9 - Assignment**

**9.1** The Subscriber shall not assign its rights or delegate its obligations under this Terms and Conditions to any third party. Any attempted assignment or delegation will be void.

**9.2** Intesi Group may assign its rights and delegate its obligations under this Terms and Conditions upon notice to the Subscriber.

## **10 - Notifications And Contract Amendments**

**10.1** Any communication or notice required or permitted to be given under this Contract will be made in writing and in the English or Italian language and will be deemed to have been duly and validly given

(i) in the case of notice sent by letter, upon the first business day after receipt of the same and (ii) in the case of notice sent by registered email, upon the first business day after acknowledgment of receipt of transmission, addressed, in each case, as follows:

if to Intesi Group:

by post: Intesi Group S.p.A.

Via Torino, 48 – 20123 Milano Italy.

by mail: [tsp@intesigroup.com](mailto:tsp@intesigroup.com)

by pec: [tsp.intesigroup@legalmail.it](mailto:tsp.intesigroup@legalmail.it)

by fax: +39 02 67606437

if to the Subscriber:

to the registered electronic mail address or, failing that, to the email address indicated by the Subscriber.

**10.2** Intesi Group has the right to modify unilaterally the Contract. In this case, at least 30 (thirty) days before applying the amendments, the new contractual terms related to the Service will be published on the Intesi Group web site [www.intesigroup.com](http://www.intesigroup.com) or the Subscriber will be notified by email using the address indicated by the Subscriber.

**10.3** In the case of non-acceptance of the new terms, the Subscriber must notify Intesi Group by registered electronic mail or registered letter with acknowledgement of receipt before the date these amendments will come into effect.

In the case of non-acceptance of the new terms by the Subscriber, Intesi Group will continue to apply the old terms until the termination of the Contract.

## **11 - Applicable Law, Competent Court Of Justice, Procedures for Complains and Dispute Settlement**

**11.1** The Contract is governed by Italian Law.

**11.2** The Subscribers can submit their claim or complaint on the following email: [tsp@intesigroup.com](mailto:tsp@intesigroup.com)

**11.3** Complaints received by Intesi Group will be treated by Intesi Group internal services in order to resolve any dispute promptly and efficiently.

**11.4** Any controversy that cannot be solved by Intesi Group internal services shall be submitted to the exclusive jurisdiction of the Milan Court, except for the conditions that apply in case the Subscriber can be qualified as Consumer according to Italian Legislative Decree 206/2005.

## **12 - Personal Data Protection**

**12.1** Intesi Group follows the principles of data protection, established in the TSP Policy and in the Privacy Policy when handling personal information and logging information, in strict accordance with the provisions of the Regulation (EU) n. 679/2016.

**12.2** All data the Subscriber provided to Intesi Group will be used to execute the Contract, to fulfil any kind of obligations required by laws or regulations, by legislation, including taxation legislation and for the others purposes indicated in the Privacy Information.

**12.3** The use of the personal data for the other purposes indicates in the Privacy Information require the Subscriber's consent.

**12.4** The Subscriber is informed of his right to access his Personal Data and, if necessary, to request the correction of such.

**12.5** The communication of Personal Data necessary for execution of the Contract is obligatory for the Subscriber. Any modification of personal data must be notified without delay by the Subscriber to Intesi Group.

## **13 - Miscellaneous Provisions**

### **13.1 Entire Agreement**

This Contract and each attachment and/or each document executed and delivered pursuant to them contains the entire understanding and supersedes all prior agreements of the Parties. There are no agreements, promises, warranties or undertakings other than those expressly set forth herein and therein.

Updates to these Terms and Conditions will be posted on the Intesi Group website at [www.intesigroup.com](http://www.intesigroup.com).

Updates to the TSP Policy and TSP Practice Statement will be posted on the Intesi Group website at [www.intesigroup.com](http://www.intesigroup.com).

### **13.2 Severability**

If any term or condition contained in the Contract, its execution or application to any Party or circumstances is to any extent to be held invalid or unenforceable under any Applicable Law, then:

said term or condition will be ineffective to the extent of such invalidity or unenforceability;

the remainder of the Contract, the execution of the application of such term or condition to Parties or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term or condition contained in this Contract will be valid and enforceable to the fullest extent permitted by Applicable Law;



the Parties convene and agree to renegotiate any such term or application in good faith in order to provide a reasonably acceptable alternative to the term or condition of this Contract, or its execution or application, that is invalid or unenforceable giving otherwise effect to the intentions pursued by the Parties under this Contract.

#### **14 - Information of the Version**

Date	Version	Modifications
01/04/2017	1.0	Initial Version
30/11/2017	1.1	Modified point 8.3
17/01/2018	1.2	Modified point 8.6